

Repair Terms and Conditions

IMPORTANT: THESE REPAIR TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE YOUR AGREEMENT WITH APPLE (AS IT IS DESCRIBED IN THE COUNTRY VARIATION SECTION, BELOW) AND WILL APPLY TO YOUR ORDER IF THE SERVICE IS OUTSIDE THE TERMS OF [APPLE’S LIMITED WARRANTY](#), AN APPLE ADMINISTERED [EXTENDED SERVICE CONTRACT](#) OR YOUR STATUTORY CONSUMER RIGHTS. FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS AGREEMENT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS AND YOU SHOULD CONSULT THE CITIZENS ADVICE SERVICE IN YOUR COUNTRY OF RESIDENCE FOR FURTHER INFORMATION ON THESE RIGHTS.

1. Services and Products.

1.1 Services.

For service orders, Apple will service your Apple product as described to you for the estimated charges stated, unless such charges are revised with your prior oral or written consent. Unless otherwise stated, Apple will provide repair or replacement services to address a defect in the materials or workmanship of a product. Service is not available for issues caused by failure of or incompatibilities with any software or data residing or recorded on your product.

1.2 Parts and Labor.

Apple may provide both parts and labor, but may direct that you replace certain readily installable parts yourself, as described below. In servicing your product, Apple may use parts or products that are new or refurbished and equivalent to new in performance and reliability. Apple will retain the replaced part or product that is exchanged during service as its property, and the replacement part or product will become your property. Replaced parts and products are generally repairable and are exchanged or repaired by Apple for value. If applicable law requires Apple to return a replaced item to you, you agree to pay Apple the retail cost of the replacement item and shipping.

1.3 Service Options.

Apple may facilitate service through one or more of the following options:

1.3.1 Do-It-Yourself (DIY) Parts Service.

DIY Parts Service allows you to service your own product. If Apple determines that DIY Parts Service is available to you, Apple will ship to you a replacement part for your Apple product. The replacement part will be accompanied by instructions on installation and any requirements for the return of the replaced part. For DIY Parts Service requiring the return of the replaced part, you must provide credit card details to secure the return of the replaced part. All replaced parts requiring return, must be returned to Apple within ten (10) days from the date Apple ships the replacement part to you (“Return Period”). If (i) you fail to return the replaced part as instructed within the Return Period, or (ii) the replaced part is not eligible for service due to a Service Exclusion, as described below, you will pay the amount agreed by you at the time service was ordered. If Apple does not require the return of a replaced part, Apple will ship to you a replacement part or product accompanied by instructions on installation and any requirements for the disposal of the replaced item. Apple is not responsible for any labor costs relating to DIY Parts Service.

1.3.2 Direct Mail-In Service.

If Apple determines that your product is eligible for Direct Mail-In Service, you will ship your product to Apple's repair service location in accordance with Apple's instructions. Apple may provide prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material). If Apple does not provide prepaid way bills or packaging, you must arrange for the shipping and packaging of your product to Apple's repair service location, as described at the time of ordering, and you may want to consider insuring your package in case of damage or loss during shipment. Once service is complete, the Apple repair service location will return the repaired product or provide a replacement product to you.

1.3.3 Express Replacement Service (ERS).

If Apple determines that your product is eligible for ERS, and you choose to order ERS by providing to Apple your credit card details, Apple will ship to your designated location a replacement product. You will return your replaced product in accordance with Apple's instructions. All replaced products must be returned to Apple within the Return Period as defined in the [ERS Terms and Conditions](#). If (i) Apple does not receive the replaced product within the Return Period, or (ii) the replaced product is not eligible for service as described in the [ERS Terms and Conditions](#), you will pay the amount agreed by you at the time service was ordered.

1.4 Changes to Service Options.

To the extent permitted by law, Apple reserves the right to change at any time the service options available to you.

1.5 End Users Only.

Apple services, sells and ships products to end user customers only. You may not purchase for resale. Apple reserves the right to refuse or cancel your order if Apple suspects you are purchasing for resale.

1.6 No Sale to Minors.

Purchase under these terms is available only to those who have reached the age of majority.

1.7 Service Exclusions and Diagnostic Fee.

To the extent permitted by law, Apple may charge you a diagnostic fee (including shipping charges) as described in the Country Variation section, below ("Diagnostic Fee"), if Apple inspects your product and determines that (i) your product does not require service, (ii) your product has failed due to or has incompatibilities with software or data residing or recorded on your product (iii) service is required due to the failure of parts that are neither supplied by Apple nor Apple-branded, (iii) additional labor or parts are required that were not specified in the original estimated charges and you do not agree to authorize service based on Apple's revised estimated charges, or (iv) service cannot be performed because the serial number has been altered, defaced or removed or the product has failed due to accident, abuse, liquid spill or submersion, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes ("Service Exclusions"). Apple will return your product to you without servicing it and may charge you the Diagnostic Fee.

1.8 Exceptions to Coverage.

Service under this Agreement is offered and valid only in the countries described in the Country Variation section, below.

1.9 Delivery.

Apple may provide an estimate on when a replacement product or shipping box to facilitate service will be shipped to you. Once your order has been prepared for shipment or has shipped, Apple is unable to change the shipping address. Please note that for deliveries that require a signature, if you are willing to assume the risks of your order being delivered without anyone at the delivery address, you may authorize Apple to arrange for a delivery without the need for a signature.

1.10 Customer's Responsibility.

1.10.1

You must follow shipping and packing instructions provided by Apple. You will be responsible for products or parts that are lost or damaged as a result of failure to follow instructions.

1.10.2

It is your responsibility to backup all existing data, software, and programs, and to erase all existing data before receiving services. Apple is not responsible for loss, recovery, or compromise of data, programs or loss of use of equipment arising out of the services provided by Apple. You represent that your product does not contain illegal files or data.

1.10.3 Abandoned Property.

Unless you provide alternative instructions, Apple will ship your repaired or replacement product to the mailing address you furnished when you authorized service. If your product is returned to Apple because delivery could not be completed at the address given, Apple will attempt to contact you for an alternative mailing address. If you do not provide an address at which Apple or its agent may deliver your product within sixty (60) days (see the Country Variation section, below, for any applicable exceptions) after the original delivery attempt, Apple will notify you that it considers your product to be abandoned. Apple will send notice to the mailing address you furnished when you authorized service. In the event that your product is abandoned, Apple may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed. Apple reserves its statutory and any other lawful liens for unpaid charges.

1.10.4 Information on Service.

During the service ordering process you must provide a description of the issue that is affecting your product, so that Apple understands and may replicate the issue.

1.10.5

Apple encourages you to review service order status information at <http://www.apple.com/support/repairstatus/>

2. Orders and Payment

2.1 Payment.

Terms of payment are within Apple's sole discretion, and unless otherwise agreed to by Apple, payment details must be received prior to Apple's acceptance of an order.

2.2 Payment Methods.

Apple allows you to make purchases or place orders (that require security for the return of the replaced part or product) using credit, debit or check card, or some other prearranged payment

method unless Apple has agreed to some other credit terms. When you provide Apple with your card information, Apple will obtain a pre-approval from the card company for the amount of the order, which may result in a corresponding block on your available credit while the pre-approval remains in place. Apple will not bill your credit card or process a transaction under your debit or check card until your order is processed. Apple may not be able to accept credit, debit, or check cards associated with a billing address outside of the country site. Debit cards and check cards may have daily spending limits that could delay the processing of your order substantially. Apple requires the credit, debit, or check card security code for your card to protect against the unauthorized use of your credit card by other persons. The security code is an individual three or four digit number specific to your card that may be printed on the face of your card above the embossed account, or on the back of your card, on the signature panel.

2.3 Prices.

Apple endeavors to offer you competitive prices on current Apple products and services. Your total order price will include the price of the product or service on the day of order processing. Apple reserves the right to change prices for products or services displayed at any time and particularly to correct pricing errors that appear.

2.4 Confirmation.

Apple will send you a confirmation of your order via email shortly after receipt. You will receive a confirmation by regular mail when Apple accepts your order.

2.5 Refunds.

Except as described in the Warranty and Limitation of Liability section below, Apple does not provide refunds for service orders.

3. Warranty and Limitation of Liability

3.1 Service Warranty.

For all service orders, Apple warrants to the extent permitted by law that (1) services performed will conform to their description for ninety (90) days from the date of service, (2) except for batteries described in the subsection below, all parts or products used in service will be free from defects in materials and workmanship for ninety (90) days from the date of service, and (3) batteries installed as part of Apple's battery replacement service for Apple portable Mac computers will be free from defects in materials and workmanship for one year from the date of service. This warranty is an express limited warranty. If non-conforming service is provided or a defect arises in a replacement part or product during the applicable warranty period, Apple will to the extent permitted by applicable law at its option, either (a) re-perform services to conform to their description (b) repair or replace the part or product, using parts or products that are new or equivalent to new in performance and reliability, or (c) refund the sums paid to Apple for service.

3.2 Disclaimer of Warranty.

TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES, CONDITIONS AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, APPLE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY AND IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, CARE, SKILL OR FITNESS FOR A PARTICULAR PURPOSE.

3.3 Limitation of Liability.

IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS WITH REGARD TO SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. PLEASE REFER TO YOUR LOCAL CONSUMER AUTHORITY FOR MORE INFORMATION ABOUT YOUR RIGHTS. IF NOT COVERED BY THESE RIGHTS, APPLE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST, CORRUPTED, OR COMPROMISED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, APPLE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, APPLE IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT OF YOUR ORDER. IN CONSUMER CASES, THE LIABILITY FOR (1) PERSONAL DEATH AND INJURY AND (2) FRAUD MAY BE WIDER THAN NEGLIGENCE CAUSED LOSS AND IN SUCH CASES APPLE DOES NOT SEEK TO EXCLUDE THIS LIABILITY.

3.4

Some states, provinces and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.

4. Export Control.

You may not use or otherwise export or re-export the products serviced except as authorized by the laws of the jurisdiction in which the products were obtained. In particular, but without limitation, the products may not be exported or re-exported in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. You represent that you are not located in any country or on any list where the provision of product to you would violate applicable law. You also agree that you will not use products for any purposes prohibited by applicable law.

5. General.

5.1 Typographical Errors.

Apple is not responsible for typographical errors. Apple reserves the right to cancel any order you have placed if there was a typographical error concerning the pricing or availability of any item you ordered when you placed the order.

5.2 Change Terms.

Apple reserves the right to change this Agreement at any time.

5.3 Cancellation.

Upon acceptance of a service order, Apple initiates service and consequently a service order may not be cancelled and you cannot withdraw from the contract.

5.4 Product/Service Changes.

Apple may make changes to any products or services offered online, or to the applicable prices for any such products or services, at any time, without notice. The information provided online with respect to products and services may be out of date, and Apple makes no commitment to update the information provided online with respect to such products and services.

5.5 Access online.

Apple reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to its online pages, or to any portion of its online site, for any reason; (2) to modify or change its online pages, or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of its online site, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

5.6 Governing Law.

The laws of the country where you ordered service or product will govern this Agreement, except as otherwise described in the Country Variation section, below

5.7 No Changes to the Agreement.

No Apple employee or agent has the authority to vary any of the terms and conditions governing any transaction.

5.8 Unenforceable Terms.

If any of the aforementioned terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such term shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the term, so that the terms shall remain in full force and effect.

5.9 Waivers.

Apple's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Apple of any provision or any right it has to enforce these policies, nor shall any course of conduct between Apple and you or any other party be deemed to modify any provision of these terms.

5.10 No Third Party Beneficiaries.

These terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

5.11 International Products/Services.

Apple provides access to Apple international data and, therefore, may contain references or cross references to Apple products, programs and services that are not announced in your country. Such reference does not imply that Apple in your country intends to announce such products, programs or services.

5.12 Data Protection.

You agree and understand that it is necessary for Apple to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws. Apple will protect your information in accordance with [Apple Privacy Policy](http://www.apple.com/legal/warranty/privacy) (www.apple.com/legal/warranty/privacy). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL <http://www.apple.com/contact/myinfo> to update your personal contact preferences.

5.13 Subcontractors.

Apple may subcontract with other service providers for the service of your product.

5.14 Conflict of Terms; Services in English.

To the extent permitted by law, in the event of a conflict between different translations of these terms, the English translation will prevail. Certain support services and related documents may be available in English only.

5.15 Complete Agreement; Force Majeure.

This Agreement governs service transactions accepted by Apple. No other oral or written terms or conditions apply. Apple does not authorize any variance or modification of this Agreement. Apple is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside Apple's reasonable control.

6. Country Variations.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.1 All EU Countries

6.1.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.1.2

For the purposes of this Agreement, Apple is Apple Sales International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland or its successor in title.

6.1.3

Pursuant to the subsection entitled **Service Exclusions and Diagnostic Fee** in Section 1, Apple may charge you a diagnostic fee of up to €100 (£100 the United Kingdom) or the equivalent in local currency in the countries covered by these terms.

6.1.4

Further to the subsection title **Exceptions to Coverage** in Section 1, Service under these terms is offered and valid only in Austria, Belgium, Denmark (excluding Greenland and Faroe Islands), Germany, Finland (excluding Åland), France (excluding Corsica, overseas departments and territories), Ireland, Italy (excluding Sardinia), Luxembourg, Monaco, Netherlands, Spain (including Balearic Islands but excluding Canary Islands, Ceuta, Melilla), Sweden, Switzerland, Liechtenstein, Norway (excluding Svalbard) and the United Kingdom (excluding the Isle of Man).

6.1.5

The Subsection titled **Abandoned Property** in Section 1 is replaced as follows: If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Apple that your product has been repaired, Apple will set you a time period to claim the product. Apple will send such notification to you at the mailing address you furnished when you authorized the repairs. If you continue to fail to pick up your product, Apple may claim any damages from you including any costs or the storage of such product. Apple reserves its statutory and any other lawful liens for unpaid charges.

6.1.6

The following is added to the subsection titled **Cancellation** in section 5: If you are a consumer, you agree that because Apple starts service upon acceptance of your order, you may not exercise the right of withdrawal.

6.1.7

The following is added to the subsection titled **Product/Service Changes** in section 5: Notwithstanding the subsection title **Typographical Errors** prior to the conclusion of your contract with Apple, you will be provided with the correct information about the main characteristics of the goods or services, as well as the price and delivery costs of the goods or services including all taxes.

6.1.8

The following is added to the subsection titled **Governing Law**: For customers that do not qualify as consumers, these terms are governed by and construed in accordance with the laws of the Republic of Ireland and all claims must be brought in the courts of the Republic of Ireland.

6.1.9

The following is added to the subsection title **Data Protection**: You may also contact Apple's European data controller at privacy@euro.apple.com if you wish to have access to the information that Apple holds concerning you or if you want to make changes.

In addition to the above variations, the following country specific variations apply:

6.2 Belgium

6.2.1

The following is added to subsection titles **Cancellation: Apple will be unable to facilitate any cancellation requests for your order, pursuant to Article 79 § 1 Trade Practices Act 1991.**

6.3 Austria and Germany

6.3.1

The Subsection title **Abandoned Property** is replaced as follows: Apple is entitled to retain your product until full payment by you of all charges for the repair. If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Apple that your product has been repaired, Apple will invite you to collect the product and/or to accept delivery of the products, in exchange for the payment of the charges. It is understood that, without prejudice to the rights of Apple to obtain compensation of damages, you will be responsible for all charges incurred for the custody of the products Apple reserves its statutory and any other lawful liens for unpaid charges.

6.4 Australia

6.4.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement. The rights described in this policy in respect of returns, refunds and warranties are in addition to the statutory rights to which you may be entitled under the Consumer and Competition Act 2010 and other applicable Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. The repair of goods may result in loss of the data.

6.4.2 Apple.

For the purposes of this Agreement, Apple is Apple Pty Ltd level 13, 255 Pitt St. Sydney 2000.

6.4.3 Exceptions to Coverage.

Service under this Agreement is offered and valid only to residents located in Australia. Service under this Agreement is not available where prohibited by law.

6.4.4 Governing law.

To the extent permitted by law, all service orders received from residents of Australia will be governed by the laws of New South Wales.

6.4.5 Diagnostic Fee.

In Australia, Apple may charge, according to this Agreement, a diagnostic fee of no more than one-hundred (\$100 AUD) dollars.

6.5 Canada

6.5.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.5.2 Apple.

For the purposes of this Agreement, Apple is Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada.

6.5.3 Exceptions to Coverage.

Service under this Agreement is offered and valid only to residents located in Canada. Service under this Agreement is not available where prohibited by law.

6.5.4 Governing Law.

To the extent permitted by law, all service orders received from residents of Canada will be governed by the laws of the province of Ontario without giving effect to its conflict of law provisions.

6.5.5 Diagnostic Fee.

In Canada Apple may charge, according to this Agreement, a diagnostic fee of no more than one-hundred (\$100 CAD) dollars Canadian, plus applicable tax.

6.6 Denmark

6.6.1

For Danish consumers the rights in this warranty come in addition to and do not affect your mandatory rights as a consumer, including those contained in the Sales of Goods Act, among other things establishing the right to complain as to nonconformities until the expiry of the two year claims period set forth therein, that is 2 years as from the date of the purchase.

6.6.2

Furthermore, If the serviced product fails following the expiry of the 90 day warranty, but within 2 years of date of performance of the services, consumers shall, at Apple's discretion be entitled either to a re-performance of the services, or a refund of the fee paid for the services, if it can be established that such a failure is due to a non-conformance in the service performed.

6.7 Hong Kong

6.7.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.7.2 Payment methods.

Apple allows you to make purchases or place orders (that require security for the return of the replaced part or product) using credit card, or some other prearranged payment method unless Apple has agreed to some other credit terms.

6.7.3 Apple.

For the purposes of this Agreement, Apple is Apple Asia Limited 2401 Tower One, Times Square, Causeway Bay, Hong Kong.

6.7.4 Governing Law.

To the extent permitted by law, all service orders received from residents of Hong Kong will be governed by the laws of Hong Kong without giving effect to its conflict of law provisions.

6.7.5 Diagnostic Fee.

In Hong Kong, Apple may charge, according to this Agreement, a diagnostic fee of no more than seven hundred and eighty (\$780) Hong Kong dollars plus applicable tax.

6.8 Japan

6.8.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.8.2 Payment methods.

Apple allows you to make purchases or place orders (that require security for the return of the replaced part or product) using credit card, or some other prearranged payment method unless Apple has agreed to some other credit terms.

6.8.3 Apple.

For the purposes of this Agreement, Apple is Apple Japan, Inc. 3-20-2, Nishishinjuku, Shinjuku, Tokyo, Japan.

6.8.4 Diagnostic Fee.

In Japan, Apple may charge, according to this Agreement, a diagnostic fee of no more than ten-thousand (Y10,000) yen plus applicable tax.

6.9 New Zealand

6.9.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.9.2 Apple.

For the purposes of this Agreement, Apple is Apple Sales New Zealand, PO Box 912015, Auckland Mail Centre, Auckland 1142.

6.9.3 Exceptions to Coverage.

Service under this Agreement is offered and valid only to residents located in New Zealand. Service under this Agreement is not available where prohibited by law.

6.9.4 Governing Law.

To the extent permitted by law, all service orders received from residents of New Zealand will be governed by the laws of New Zealand.

6.9.5 Diagnostic Fee.

In New Zealand, Apple may charge, according to this Agreement, a diagnostic fee of no more than one-hundred thirty (\$130 NZD) dollars.

6.10 Norway

6.10.1

For Norwegian consumers the rights under this Agreement are in addition to your statutory rights pursuant to the Norwegian Craftsmanship Services for Consumers Act (håndverkertjenesteloven) and/or the Norwegian Consumer Purchase Act (forbrukerkjøpsloven), including your right to use the longest period of claim, that is within two years from the repair or purchase.

6.11 United States of America

6.11.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.11.2 Apple.

For the purposes of this Agreement, Apple is Apple Inc., 1 Infinite Loop, Cupertino, CA 95014.

6.11.3 Exceptions to Coverage.

Service under this Agreement is offered and valid only to residents located in the fifty states of the United States of America and the District of Columbia. Service under this Agreement is not available where prohibited by law.

6.11.4 Governing Law.

To the extent permitted by law, all service orders received from residents of the United States of America will be governed by California law without giving effect to its conflict of law provisions.

6.11.5 Diagnostic Fee.

In the United States of America Apple may charge, according to this Agreement, a diagnostic fee of no more than one-hundred (\$100 USD) dollars US, plus applicable tax.

6.11.6 NOTICES TO CALIFORNIA CONSUMERS ONLY

6.11.6.1

An estimate for repairs, as required (section 9844 of the California Business and Professions Code), shall be given to the customer by the service dealer in writing. The service dealer may not charge for work done or parts supplied in excess of the estimate without the prior consent of the customer. Where provided in writing the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814, U.S.

6.11.6.2

A buyer of this product in California has the right to have this product serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.

6.11.6.3 Sales Tax.

In addition to the price of your purchase, Apple will charge you sales tax on applicable transactions based on your shipping address and the sales tax rate in effect at the time your order is billed. If the sales tax rate for the state to which your order is being shipped changes before the product is shipped, the rate in effect at the time your order is invoiced will apply. The proof of purchase that Apple sends to you will include any applicable sales tax.

6.12 Singapore

6.12.1 Interpretation.

The provisions of this section will control if inconsistent with any provision of this Agreement.

6.12.2 Payment methods.

Apple allows you to make purchases or place orders (that require security for the return of the replaced part or product) using credit card, or some other prearranged payment method unless Apple has agreed to some other credit terms.

6.12.3 Apple.

For the purposes of this Agreement, Apple is Apple Computer South Asia PTE Ltd., 7 Ang Mo Kio Street 64, Singapore 569086.

6.12.4 Governing Law.

To the extent permitted by law, all service orders received from residents of Singapore will be governed by the laws of Singapore, without giving effect to its conflict of law provisions.

6.12.5 Diagnostic Fee.

In Singapore, Apple may charge, according to this Agreement, a diagnostic fee of no more than one hundred and eighty (\$180) Singapore dollars plus applicable tax.